

Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

10:00 a.m. Evaluation period begins during which contingency is eliminated, determination of Best Bid is made, and ties are broken.

11:00 a.m. If no match required, evaluation period ends and Award posted.

11:00 a.m. Match is communicated.

11:30 a.m. Match response.

12:00 Noon Where match required, Award posting.

Contract issued within one hour of posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

Intraday releases may be subject to a pro rata reduction of the capacity available for release on the initial day of the release. Subsequent days, for the remaining term of the release, shall be for the entire capacity release quantity, subject to any limitations arising from a re-release of the acquired capacity. The capacity available for release shall be pro-rated on the initial day of the release assuming a ratable hourly quantity for the period of time for which the Releasing Shipper could have nominated quantities pursuant to Section 28.1 of the General Terms and Conditions. Evening releases shall have the entire released quantity available to the Replacement Shipper for the initial day of the term of the release. Intraday 1 releases may have the release quantity pro-rated such that the Releasing Shipper may only release a total of 19/24ths of its contract entitlement for the initial day of the release. Intraday 2 releases may have the release quantities pro-rated such that the Releasing Shipper may only release a total of 15/24ths of its contract entitlement for the initial day of the release. Intraday 3 releases may have the release quantities pro-rated such that the Releasing Shipper may only release a total of 11/24ths of its contract entitlement for the initial day of the release. Seller shall use the initial date in the term of release in conjunction with the Releasing Shipper's posting time to determine if the capacity release is subject to pro-ration under this section.

42.10 Recall/Reput Rights

- (a) A Releasing Shipper cannot in any way modify Recall Rights already applicable to its Releasable Firm Capacity Entitlements as specified by a previous Releasing Shipper, but may specify its own Recall Rights and release its Releasable Firm Capacity Entitlements, subject to any Recall Rights specified by a previous Releasing Shipper. A potential Replacement Shipper is responsible for obtaining from the Releasing Shipper with whom it is negotiating for released capacity any information concerning Recall Rights specified by a previous Releasing Shipper. A Releasing Shipper specifying recall

conditions shall be the only party that can exercise and administer such Recall Rights. In the event of any conflict, the instructions and communications of the Releasing Shipper specifying the recall conditions shall govern. If the release specifies that the Releasing Shipper has reput rights and the recall ends prior to the end of the release term at the end of the recall period, capacity shall revert back to the Replacement Shipper, if applicable, subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1 of the General Terms and Conditions.

- (b) Seller shall have no liability to any party in relying on the recall instructions and conditions specified by the Releasing Shipper, except to the extent that such party establishes that Seller has incorrectly applied such instructions as a result of the negligent action or willful misconduct of Seller.
- (c) Releasing Shipper may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) by providing notice to Seller by the specified times for each cycle, as set forth below. (All times in Section 42.10(c)) and 42.10(d) are Central Clock Time). The capacity that may be recalled in each nomination cycle is limited to the following portion of the released capacity:

- | | |
|-----------------|---|
| • Timely Cycle | total quantity of the released capacity |
| • Evening Cycle | total quantity of the released capacity |
| • Intraday 1 | up to 19/24ths of the released capacity |
| • Intraday 2 | up to 15/24ths of the released capacity |
| • Intraday 3 | up to 11/24ths of the released capacity |

In the recall notification provided to Seller, the quantity to be recalled should be expressed in terms of the total released capacity entitlements.

- (i) Timely Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;

- (iii) Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;
- (v) Intraday 2 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.
- (vi) Intraday 3 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Seller and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due; and
 - (b) Seller should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

For recall notification provided to Seller prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Seller should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to Seller after 5:00 p.m. and prior to 7:00 a.m., Seller should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

The Shipper recalling the capacity shall be subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1 of the General Terms and Conditions. Seller is not obligated to deliver volumes in excess of the total daily contract quantity of the release as a result of a recall.

- (d) When capacity is recalled, it may not be reput for the same Gas Day. The deadline for notifying Seller of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day.

42.11 Seller's Criteria for Best Bid, Award of Remaining Capacity, and Tie-Breaking Methodology

- (a) Seller's standard for selecting the Best Bid shall be the highest present value of demand charges. In awarding the Best Bid, Seller shall use the tie-breaking methodology described in Section 42.11(c). After award of the Best Bid, Seller shall award any remaining capacity according to the criteria in Section 42.11(b).
- (b) If capacity remains after award of the Best Bid, Seller shall award remaining capacity to the next Best Bid according to the bid evaluation methodology, and so on, in descending order (subject to the next sentence) until the capacity offered has been fully awarded, if possible. In that process, Seller shall not award capacity to a bid that is less than the amount of capacity sought by that bid unless the bid specifies that an allocation of capacity that is less than the bid is acceptable.
- (c) In the event more than one bid are equal according to the bid evaluation methodology and all such bids specify that an allocation of capacity is not acceptable, then a random and blind selection process will be used to select the winning bid unless otherwise specified by the Releasing Shipper.

42.12 Billing and Payment

- (a) The Replacement Shipper shall be billed by Seller and shall make payments to Seller in accordance with the terms of Seller's applicable rate schedule and the service agreement(s), and Seller shall simultaneously credit (on a contingent basis) all reservation charges billed to the Replacement Shipper to the Releasing Shipper's bill in that month. If the Replacement Shipper fails to pay the reservation charges by the due date, Seller shall reverse the credit and bill the Releasing Shipper in the following month for said reservation charges, plus interest, and the rights to the capacity shall, at the election of the Releasing Shipper, revert to the Releasing Shipper for the remaining term of the release, subject to Seller's nomination and ranking deadlines, in accordance with Section 28.1 of the General Terms and Conditions.

(b) Seller and a Releasing Shipper may, in connection with their agreement to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions, agree upon payment obligations and credit mechanisms in the event of a capacity release that vary from or are in addition to those set forth in this Section 42.12. Nothing in the foregoing provision, however, shall authorize Seller or a Shipper to violate the Commission's policy with respect to the negotiation of terms and conditions of service.

(c) For index-based capacity release transactions, the rate to be used in the invoice should be the greater of:

- the results of the calculation of the formula from the capacity release award (if the formula cannot be calculated, the Rate Default specified in the capacity release Offer), or
- the Rate Floor plus any differential as specified in the capacity release award.

The rate used in the invoice should not be greater than Seller's maximum reservation rate, as applicable.

42.13 Marketing Fee

Seller shall have the right to negotiate a marketing fee with a Releasing Shipper for any mutually agreeable marketing services which are provided by Seller.

42.14 Permanent Releases

A Buyer which has a currently effective executed service agreement with Seller under Rate Schedules FT, FTN, FTP, FDLS, ESS, WSS-Open Access or LNG may release its capacity to a third party ("Replacement Buyer") for the remaining term of the contract and be relieved of all liability under its service agreement prospective from the effective date of such release, provided that the following conditions are satisfied:

- (a) Buyer's capacity was not acquired under temporary capacity release pursuant to this Section 42;
- (b) the Replacement Buyer executes a new service agreement under the applicable rate schedule pursuant to Part 284 of the Commission's regulations that is subject to pre-granted abandonment;
- (c) the Replacement Buyer agrees to pay the maximum rates for service thereunder (unless otherwise agreed to by Seller) and accepts all obligations of the Releasing Buyer;
- (d) the Commission provides any necessary abandonment authorization for the service subject to such permanent release on or before the effective date thereof; and

- (e) the Replacement Buyer meets the credit worthiness requirements contained in Section 32 of the General Terms and Conditions.

42.15 Treatment of Storage Inventory

A Releasing Shipper's capacity release notice may include terms and conditions concerning the sale and/or repurchase of gas in storage inventory both within and outside the context of an asset management arrangement. The release of storage capacity (or recall or termination thereof) requires the Releasing or Replacement Shipper, as applicable, to have withdrawn or transferred any storage inventory balance related to such release capacity by the effective date of such release, recall or termination. A transfer of storage inventory may be concurrent with a release of storage capacity (or recall or termination thereof). If the Releasing or Replacement Shipper, as applicable, fails to eliminate any remaining storage inventory balance related to released storage capacity, such remaining balance shall be retained by Seller.

42.16 Offers to Purchase Capacity

Seller shall provide the ability for a potential Replacement Shipper to communicate to a potential Releasing Shipper a request to purchase Releasable Firm Capacity Entitlements and/or Releasable Secondary Capacity Rights. A potential Replacement Shipper may initiate the request by completing the request form located in the Notices section on Seller's 1Line Informational Postings page. The request to purchase capacity should include, at a minimum, the following types of information: contact information, quantity(ies) requested, date range, location information, other terms and conditions specified by the potential Replacement Shipper, and any additional information as required by Seller. Seller will post notice of complete requests under the Notices section of 1Line's Informational Postings page for the time period specified by the potential Replacement Shipper, but not to exceed ninety (90) days.

GENERAL TERMS AND CONDITIONS

52. OPERATIONAL FLOW ORDERS

52.1 Definition

- (a) In order to alleviate operating conditions which may threaten the integrity of Seller's pipeline system, it may be necessary for Seller to issue Operational Flow Orders (OFOs) to effectuate adjustments in Buyer's daily receipts or deliveries over a reasonable period of time to maintain a current or cumulative balance between Buyer's receipts and deliveries in accordance with the terms of Seller's transportation rate schedules (Imbalance OFO), or to ensure that gas quantities are received and delivered by Buyer where scheduled (Scheduling OFO). Before issuing an OFO, Seller will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO.
- (b) Upon issuance of an OFO by Seller to Buyer, Buyer shall adjust its gas receipts or deliveries as directed. Failure to comply with an OFO may result in an unauthorized OFO imbalance and cause Buyer to incur OFO penalties.

52.2 Circumstances Giving Rise to an OFO

Circumstances under which Seller may determine that an OFO must be issued include, but are not limited to:

- (a) Responding to an event of force majeure;
- (b) Accommodating capacity limitations resulting from the need to perform maintenance and/or repairs;
- (c) Ensuring current and future storage capabilities and maintenance of line pack;
- (d) Maintaining operational pressures and adequate gas supplies required to provide an efficient and reliable firm service;
- (e) Responding to any event which Seller believes in its sole judgment may jeopardize the integrity of its system.

52.3 OFO Notice, Contents, and Procedures

Seller may issue an OFO upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise. Each OFO will contain the following provisions:

- (a) time and date of issuance;

- (b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);
- (c) duration of the OFO (if none is specified, the OFO will be effective until further notice);
- (d) a description of the area of Seller's pipeline system in which the OFO is in effect;
- (e) the specific actions required to comply with the OFO including the time frame within which compliance is required before penalties are incurred;
- (f) any other terms Seller may reasonably require to ensure the effectiveness of the OFO; and
- (g) Seller will publish all notices of implementation of an OFO and all provisions of an OFO on 1Line as expeditiously as possible.
- (h) Upon termination of an OFO, Seller will post on 1Line relevant information specific to the individual situation regarding the issuance and lifting of that particular OFO as soon as it is available.

52.4 Unauthorized OFO Imbalances

- (a) **Imbalance OFO**
 Any daily imbalance attributable to a Buyer to which Seller has directed an Imbalance OFO in excess of an allowable variation specified by Seller in the OFO shall constitute an unauthorized OFO Imbalance. The allowable variation specified by Seller in the OFO shall not be less than 5% of that affected Buyer's daily deliveries or 1,000 dt, whichever is greater, in each area in which the OFO is in effect; provided however, any such daily deliveries in each affected area associated with (1) transfers between pooling agreements that occur at the same pooling point, (2) transfers between a Loaning or Parking point and a pooling point at the same location, and (3) transportation transactions between pooling agreements that occur at different pooling points within Zone 4 will be excluded from Buyer's daily deliveries for purposes of calculating Buyer's daily imbalance.
- (b) **Scheduling OFO**
 Any scheduling variation attributable to a Buyer to which Seller has directed a Scheduling OFO in excess of an allowable variation specified by Seller in the OFO shall constitute an unauthorized OFO Imbalance. The allowable variation specified by Seller in the OFO shall not be less than 5%; provided however, Buyer's allowable variation shall not be less than 1,000 dt.

52.5 OFO Penalties and Reservation

- (a) In addition to any and all other charges due Seller, Buyer shall pay Seller for each daily unauthorized OFO Imbalance a penalty equal to the higher of (i) \$50 per dt or (ii) three times the applicable Midpoint price published in Platts Gas Daily, "Daily price survey" for the flow date on which the unauthorized OFO imbalance occurred. The penalty shall apply to the unauthorized OFO imbalance in Buyer's receipt zone(s) or delivery zone(s), based on the actions required of Buyer to comply with the OFO.
- (b) The price published in Platts Gas Daily, "Daily price survey" applicable to each zone shall be the following Midpoint price for the flow date on which the unauthorized OFO imbalance occurred:

Zone 1 – "Transco, zone 1" Midpoint price.

Zone 2 – "Florida Gas, zone 1" Midpoint price.

Zone 3 – "Transco, zone 3" Midpoint price.

Zone 4, 4A and 4B – "Transco, zone 4" Midpoint price.

Zone 5 – "Transco, zone 5 del." Midpoint price.

Zone 6 – The highest of "Transco, Leidy Line receipts"; "Transco, zone 6 non-N.Y."; "Transco, zone 6 non-N.Y. North"; and "Transco, zone 6 N.Y." Midpoint prices.

- (c) The payment of a penalty for an unauthorized OFO Imbalance shall under no circumstances be considered as giving Buyer the right to violate OFOs nor shall such payment be considered as a substitute for any other remedy available to Seller or any other Buyer against the offending Buyer for failure to comply with an OFO.

52.6 Disposition of OFO Penalties

All OFO penalties collected by Seller shall be distributed pursuant to Section 54 of the General Terms and Conditions.

52.7 Specific FT Service Agreement OFO

In order to maintain the integrity of firm service on Seller's Leidy line system, it may be necessary for Seller to issue an OFO to Dominion Energy Transmission, Inc. (Dominion) (and its successors or assigns) under its Rate Schedule FT service agreement (formerly Rate Schedule X-56) to require Dominion (and its successors or assigns) to take maximum firm contract deliveries any day during the period November 1 through March 31 at Seller's point of interconnection with Dominion at Leidy, Pennsylvania.

GENERAL TERMS AND CONDITIONS

57. PRIORITY OF SERVICE

57.1 This Section of the General Terms and Conditions defines the priority of service categories at Throughput Section Boundaries ((TSB), as defined in Section 57.1 (a) below), points of receipt, points of delivery, and bi-directional points that will be used by Seller in whole or in part to: (i) validate firm entitlements pursuant to Section 58 of the General Terms and Conditions; (ii) schedule and allocate capacity pursuant to Section 59.1 of the General Terms and Conditions; (iii) curtail services, when necessary, pursuant to Section 59.2 of the General Terms and Conditions, and (iv) reduce nominated quantities due to aggregate confirmations pursuant to Section 60.4 of the General Terms and Conditions.

For purposes of Sections 57, 58 and 59, the following definitions shall apply:

- (a) Throughput Section Boundary (TSB) – A location or segment on Seller’s system where Seller anticipates that available capacity may be less than Buyers’ nominations in a given nomination cycle. Seller will establish the TSB as receipt-based or delivery-based, and will establish the affected direction(s) of flow.
- (b) Traditional Delivery Points – The point(s) of delivery specified in Buyer’s executed firm service agreement when the agreement is under one of the following Rate Schedules: FT, FT-G, FTN, FDLS, FTP, GSS, LSS, S-2, LG-A, or SS-2; and the Primary Point delivery points specified in Buyer’s executed service agreement under Rate Schedule LNG.
- (c) Non-Traditional Delivery Points – The point(s) of delivery within Buyer’s Primary Path and within Buyer’s firm transportation entitlements, excluding Traditional Delivery Points.
- (d) Primary Path – The transportation path established by the receipt and delivery points set forth in Buyer’s service agreement.
- (e) Reverse Path – The transportation path that is in the opposite direction of the Primary Path.
- (f) Primary Firm Nominations - Nominations within Buyer’s Primary Path and within Buyer’s firm transportation entitlements, but not including secondary transportation entitlements.
- (g) Non-Secondary Reverse Path (NSRP) Nominations - Reverse Path nominations within Buyer’s firm transportation entitlements, but not including secondary transportation entitlements, that (i) result in the delivery of gas to a point upstream of the point of receipt or (ii) are requested in segments of the system where the direction of gas flow cannot be determined in advance of the Gas Day.

- (h) Secondary Nominations – Nominations in excess of Buyer’s firm transportation entitlements at a TSB, point of receipt or point of delivery, but not in excess of Buyer’s total firm transportation entitlements for the applicable zone; or Reverse Path nominations that result in the delivery of gas to a point downstream of the point of receipt; or nominations using secondary transportation entitlements obtained pursuant to Section 42 of the General Terms and Conditions.
 - (i) Limit Value – As defined in Sections 18.1(a)(i) and 18.1(a)(ii) of the General Terms and Conditions.
 - (j) High Burn – As defined in Section 18.1(a)(iii) of the General Terms and Conditions.
 - (k) Primary Traditional Limit Values – High Burn Limit Values at Traditional Delivery Points and within Buyer’s firm transportation entitlements, but not including non-traditional or secondary transportation entitlements.
 - (l) Primary Non-Traditional Limit Values – High Burn Limit Values at Non-Traditional Delivery Points and High Burn Limit Values in excess of Buyer’s maximum daily capacity entitlement specified in Buyer’s service agreement at Traditional Delivery Points, and within Buyer’s firm transportation entitlements, but not including secondary transportation entitlements.
 - (m) Secondary Limit Values – High Burn Limit Values in excess of Buyer’s firm transportation entitlements at a point of delivery but not in excess of Buyer’s total firm transportation entitlements for the applicable zone; or High Burn Limit Values using secondary transportation entitlements obtained pursuant to Section 42 of the General Terms and Conditions.
- 57.2 Priority of Service for Nominations at Throughput Section Boundaries, listed from highest to lowest priority:
- (a) Priority Class One – Primary Firm Nominations.
 - (b) Priority Class Two – NSRP Nominations.
 - (c) Priority Class Three – Secondary Nominations.
 - (d) Priority Class Four – IT Feeder Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule IT that feed a firm service arrangement as described in Section 3.9 of Rate Schedule IT. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.
 - (e) Priority Class Five – IT Maximum Rate: nominations from Buyers paying the maximum rate under (i) Rate Schedule IT that do not feed a firm service arrangement as described in Section 3.9 of Rate Schedule IT, or (ii) Rate Schedule IDLS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.

- (f) Priority Class Six – Discounted IT: nominations from Buyers paying less than the maximum rate under Rate Schedule IT or Rate Schedule IDLS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule IT or Rate Schedule IDLS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Four, if applicable, or Priority Class Five.
- (g) Priority Class Seven – ICTS Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule ICTS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.
- (h) Priority Class Eight – Discounted ICTS: nominations from Buyers paying less than the maximum rate under Rate Schedule ICTS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule ICTS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Seven.
- (i) Priority Class Nine – Make-up Receipts: Make-up receipt nominations that are scheduled as provided in Section 25.9 of the General Terms and Conditions.

57.3 Priority of Service for Nominations at Receipt Points, listed from highest to lowest priority:

- (a) Priority Class One –
 - i. First, Certificated Primary Firm Nominations: nominations on individually certificated firm transportation Rate Schedule X-234 at receipt point locations Martins Creek #3 and Young Woman's Creek; then
 - ii. Primary Firm Nominations.
- (b) Priority Class Two – NSRP Nominations.
- (c) Priority Class Three – Secondary Nominations.
- (d) Priority Class Four – IT Feeder Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule IT that feed a firm service arrangement as described in Section 3.9 of Rate Schedule IT. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.
- (e) Priority Class Five – IT Maximum Rate: nominations from Buyers paying the maximum rate under (i) Rate Schedule IT that do not feed a firm service arrangement as described in Section 3.9 of Rate Schedule IT, or (ii) Rate Schedule IDLS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.

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- (f) Priority Class Six – Discounted IT: nominations from Buyers paying less than the maximum rate under Rate Schedule IT or Rate Schedule IDLS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule IT or Rate Schedule IDLS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Four, if applicable, or Priority Class Five.
 - (g) Priority Class Seven – ICTS Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule ICTS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.
 - (h) Priority Class Eight – Discounted ICTS: nominations from Buyers paying less than the maximum rate under Rate Schedule ICTS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule ICTS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Seven.
 - (i) Priority Class Nine – Make-up Receipts: Make-up receipt nominations that are scheduled as provided in Section 25.9 of the General Terms and Conditions.
- 57.4 Priority of Service for Nominations at Delivery Points, listed from highest to lowest priority:
- (a) Priority Class One –
 - i. First, Certificated Primary Firm Nominations: nominations on individually certificated firm transportation Rate Schedule X-234 at UGI, location 1006691; then
 - ii. Primary Firm Nominations at Traditional Delivery Points.
 - (b) Priority Class Two – Primary Firm Nominations at Non-Traditional Delivery Points, Primary Firm Nominations in excess of Buyer's maximum daily capacity entitlement specified in Buyer's service agreement at Traditional Delivery Points and NSRP Nominations.
 - (c) Priority Class Three – Secondary Nominations, and nominations to Secondary Point delivery points under Rate Schedule LNG.
 - (d) Priority Class Four – IT Feeder Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule IT that feed a firm service arrangement as described in Section 3.9 of Rate Schedule IT. Buyers paying a negotiated rate which exceeds the maximum rate will be considered to be paying the maximum rate.
 - (e) Priority Class Five – IT Maximum Rate: nominations from Buyers paying the maximum rate under (i) Rate Schedule IT that do not feed a firm service

arrangement as described in Section 3.9 of Rate Schedule IT, or (ii) Rate Schedule IDLS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.

- (f) Priority Class Six – Discounted IT: nominations from Buyers paying less than the maximum rate under Rate Schedule IT or Rate Schedule IDLS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule IT or Rate Schedule IDLS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Four, if applicable, or Priority Class Five.
- (g) Priority Class Seven – ICTS Maximum Rate: nominations from Buyers paying the maximum rate under Rate Schedule ICTS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.
- (h) Priority Class Eight – Discounted ICTS: nominations from Buyers paying less than the maximum rate under Rate Schedule ICTS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule ICTS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Seven.
- (i) Priority Class Nine – Make-up Receipts, is not applicable at points of delivery.

57.5 Priority of Service for Nominations at Bi-Directional Points:

For points at which gas can flow both into and out of Seller's system, Seller shall specify in an EBB notice whether the point is restricted for receipts or deliveries, and Seller will apply the priority of service set forth in either Section 57.3 or Section 57.4, as applicable.

57.6 Priority of Service for Limit Values at Swing Service Delivery Points, listed from highest to lowest priority:

- (a) Priority Class One – Primary Traditional Limit Values
- (b) Priority Class Two – Primary Non-Traditional Limit Values
- (c) Priority Class Three – Secondary Limit Values
- (d) Priority Class Four – IT Maximum Rate Limit Values: High Burn Limit Values from Buyers paying the maximum rate under Rate Schedule IT or Rate Schedule IDLS. Buyers paying a negotiated rate that exceeds the maximum rate will be considered to be paying the maximum rate.

EXHIBIT 1

Transcontinental Gas Pipe Line Company, LLC
FERC Gas Tariff
Fifth Revised Volume No. 1

Part IV - General Terms and Conditions
Section 57 – Priority of Service
Version 0.0.0

- (e) Priority Class Five – Discounted IT Limit Values: High Burn Limit Values from Buyers paying less than the maximum rate under Rate Schedule IT or Rate Schedule IDLS. Buyers paying the highest discounted unit rate will receive first priority and so on (with capacity allocated on a pro rata basis among Buyers paying the same unit rate). If a Buyer is willing to pay the highest unit rate for Rate Schedule IT or Rate Schedule IDLS service, not to exceed the maximum rate, when given notice of interruption, then the priority will be elevated to Priority Class Four.

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